APO PRODUCTION UNIT, INC.

REPUBLIC OF THE PHILIPPINES
PRESIDENTIAL COMMUNICATIONS OFFICE
APO PRODUCTION UNIT, INC.

BAGONG PILIPINAS

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

REPAIR AND PAINTING SERVICES FOR THE RESTORATION OF THE PRODUCTION AREA OF APO PRODUCTION UNIT, INC. – QUEZON CITY (PB-24-25)

Government of the Republic of the Philippines

Sixth Edition
14 August 2025

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract. **UN –** United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE RE-PAINTING AND REPAIR OF APO PRODUCTION UNIT INC. (APUI) QUEZON CITY PRODUCTION AREA (PB-24-25)

1. The APO Production Unit, Inc., through the Corporate Operating Budget for 2025 intends to apply the sum of Four Million Nine Hundred Thirty-One Thousand Five Hundred Fifty-Seven Pesos and 50/100 (PhP4,931,557.50) being the ABC to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The APO Production Unit, Inc. now invites bids for the project, Re-Painting and Repair of APO Production Unit Inc. (APUI) Quezon City Production Area. Completion of the Works is required within three (3) months commencing from the date of the receipt by the winning contractor of the Notice to Proceed, consisting primarily of thirty (36) working days plus seven (7) days lead time for mobilization. Work schedule 5pm Friday up to Sunday every week schedule of work area to be specified by the contractor. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in Section 59 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009 and the contract shall be awarded to the bidder who was identified as the Lowest or Single Calculated and Responsive Bid (L/SCRB).

   Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. Prospective Bidders may obtain further information from APO Production Unit, Inc. and inspect the Bidding Documents at the address given below during office hours, from 8:00 A.M. to 5:00 P.M., Mondays to Fridays, except non-working days (i.e. Saturday and Sunday), legal holiday, or special non-working holiday, or other nonworking days duly declared by the President, Governor, Mayor or other Government Official authorized to make such declaration.

5. A complete set of Bidding Documents may be acquired by interested Bidders on 14 August 2025 to 3 September 2025 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (PhP10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

Interested bidders intending to inspect or purchase bidding documents are advised to first set an appointment with the APO BAC Secretariat through the contact details provided below before proceeding to APO premises.

6. The *APO Production Unit, Inc.* will hold a Pre-Bid Conference on ***22 August 2025, 1:30 P.M.*** at *APO Conference Room, APO Production Unit, Inc., 2/F PIA Building, Visayas Avenue, Brgy. Vasra, Quezon City* and/or through video conferencing or webcasting *via Microsoft Teams App,* which shall be in accordance with APO's General House Rules on E-Bidding process. Accordingly, prospective bidders must strictly comply with the foregoing issuances.

   An invitation link to the meeting will then be issued by the BAC Secretariat which will require the bidders (physically present or via videoconferencing) to register prior to obtaining permission to join/attend the meeting.

   APO's General House Rules on E-Bidding process:
   https://drive.google.com/drive/folders/13pDgSSc-Wxt5dPLQJ-8J0nmxczu9wzli

   Online Pre-registration Form for Pre-Bid Conference:
   https://docs.google.com/forms/d/e/1FAIpQLSe7UH7oad68YWCCh1k7IXIZvA9CtABpuDITbAyUfiMu1caimg/viewform?usp=ppurl

   Online Pre-registration Form for Submission and Opening of Bids:
   https://docs.google.com/forms/d/e/1FAIpQLSdsJEIt5tpezkfkca9S5BMHXhYWDACqGNX7nMV1ndA4g8LgSw/viewform?usp=ppurl

7. Bids must be duly received by the BAC Secretariat at the BAC Secretariat Office, *APO Production Unit, Inc., 2/F PIA Building, Visayas Avenue, Brgy. Vasra, Quezon City* through manual submission at the office address indicated below, on or before ***3 September 2025, 1:00 P.M.*** Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on ***3 September 2025, 1:30 P.M.*** *onwards* at the given address below at *APO Conference Room, APO Production Unit, Inc., 2/F PIA Building, Visayas Avenue, Brgy. Vasra, Quezon City* and/or via *Microsoft Teams App.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

   Bidders shall bear all costs associated with the preparation and submission of their bids, and the *APO Production Unit, Inc.* will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

   Bidders should note that the *APO Production Unit, Inc.* will accept bids only from those that have paid the applicable fee for the Bidding Documents.

The *APO Production Unit, Inc.* assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

a) In alphabetical order, the bidders shall pick one rolled paper.
b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.

10. The *APO Production Unit, Inc.* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with **Section 70 of RA 12009 and its IRR**, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

MS. MICHELLE B. MARTINEZ
Head, BAC Secretariat
APO Production Unit, Inc.
PIA Bldg., Visayas Ave., Barangay Vasra,
Quezon City
(02) 8282-5309 local 212
bac@apo.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: https://apo.gov.ph/index.php/bids-and-awards-committee/procurement/public-bidding

14 August 2025

KARL PAULO C. DAMIAN
Chairperson
BIDS AND AWARDS COMMITTEE

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *APO Production Unit Inc.* wishes to receive Bids for the **RE-PAINTING AND REPAIR OF APO PRODUCTION UNIT INC. (APUI) QUEZON CITY PRODUCTION AREA** with identification number *PB-24-25*.

The Procurement Project (referred to herein as "Project") is for the repainting and repair works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2025** in the amount of Four Million Nine Hundred Thirty-One Thousand Five Hundred Fifty-Seven Pesos and 50/100 (PhP4,931,557.50).

2.2. The source of funding is the Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of **RA 12009** and **its IRR**, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Section 71 of the Approved IRR of RA No. 12009 or other integrity violations in competing for the Project.

Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI equivalent to at least **Two Million Four Hundred Sixty-Five Thousand Seven Hundred Seventy-Eight Pesos and 75/100 (PhP2,465,778.75),** except under conditions provided for in **Section 52.4.2.4** and **Section 52.4.2.5** of the **IRR** of **RA 12009.**

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.4. The Bidders shall comply with the eligibility criteria under **Section 52.4.2** of the **IRR** of **RA 12009.**

5. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

6. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

7. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

8. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

9. Documents Comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

10. Documents Comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under **Section 60.2** of the **IRR** of **RA 12009**.

11. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

12. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

13. Bid and Payment Currencies

14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

14.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.**

17. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 58 IRR of RA No. 12009 shall prevail.

18.2. The preliminary examination of Bids shall be governed by **Section 59** of the **IRR** of **RA 12009.**

18. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under **Section 61.2** of the **IRR** of **RA 12009.**

19.1. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

19.2. In all cases, the NFCC computation pursuant to **Section 52.4.2.6 of the IRR of RA 12009**, must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

19. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit **all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid,** and other appropriate licenses and permits required by law and stated in the **BDS**.

20. Signing of the Contract

The documents required in Section 66.5 of the Approved IRR of RA No. 12009, or the New Government Procurement Act shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.2</td><td>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: GENERAL CONSTRUCTION WORKS AND/OR WATERPROOFING WORKS;</td></tr>
<tr><td>7.1</td><td>No portion of the contract shall be subcontracted.</td></tr>
<tr><td>10.3</td><td>Current and Valid PCAB License and registration [“Building and/or Industrial Plant” or “Waterproofing Work” (project kind) with at least “Small B” (size range)].

If bidding as a Joint Venture (JV), a Special PCAB License must also be submitted by the JV in addition to the PCAB License and registration of each JV partner which was originally submitted to PhilGEPS.

Notes:
i. A special license application for the JV may be accepted, provided that it is filed at least five (5) working days before the date of bidding. (Resolution No. 186, Series of 2014 issued by the Department of Trade and Industry);
ii. All partners must submit a Valid PCAB license and registration, however, only one (1) of the JV partners is required to meet the required size range under said “project kind.”</td></tr>
<tr><td>10.4</td><td>List of contractor’s key personnel to be assigned to the contract to be bid, complete with qualifications and experience data, as follows:

<table>
<tr><th>PERSONNEL</th><th>PROFESSIONAL QUALIFICATION/S</th></tr>
<tr><td>Project Manager (PM)</td><td>Registered Civil or Architect with at least five (5) years of experience in the construction industry</td></tr>
<tr><td>Project Engineer (PE) / Project-In Charge (PIC)</td><td>Registered Civil Engineer or Architect with at least three (3) years of experience in the construction industry.</td></tr>
<tr><td>Safety Officer (SO)</td><td>Certified by an accredited safety organization in Construction Occupational Safety and Health (COSH) prescribed by Department of Labor and Employment (DOLE) and must have at least three (3) years’ experience as a SO in the construction industry</td></tr>
<tr><td>Foreman</td><td>No professional qualification required</td></tr>
</table>

Note: The PE or PIC can also be designated as the PM if he/she has at least five (5) years of construction experience.

The PM/PE/PIC shall always be assigned at the site to monitor and supervise the project at all times.</td></tr>
</table>

	Each of the contractor's Key Personnel must be supported by the following documents: a. Curriculum Vitae; b. Valid (not expired) Professional Identification Card issued by the Professional Regulation Commission (PRC) for the PM and PE/PIC;
10.5	List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, which must include the following equipment: a) Scaffoldings and Gondola, complete set with accessories (platform/catwalk, caster wheels); b) Power Tools (i.e. Chipping Gun, Electric Portable Grinder/Drill, Portable Jack Hammer, Electric Sander/Planer, Welding Machine, Oxy Acetylene, Air Compressor for painting c) Hauling Equipment
12	No Further Instructions
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than PhP98,631.15 *[two percent (2%) of ABC],* if bid security is in cash, cashier's/manager's check, b. The amount of not less than PhP246,577.88 *[five percent (5%) of ABC]* if bid security is in bank draft/guarantee or irrevocable letter of credit or surety Bond.
19.2	Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	No additional licenses and permits shall be required to be submitted by the bidder having the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB). NOTE: Within five (5) calendar days from receipt by the LCB/SCB, said bidder shall submit the following: 1. All the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), to wit: a) Securities and Exchange Commission (SEC) Registration Certificate for corporations, partnerships and/or joint ventures, Department of Trade and Industry (DTI) Registration Certificate for sole proprietorship, or Cooperative Development Authority

	(CDA) Registration Certificate for cooperatives; b) For corporations, an updated General Information Sheet reflecting the beneficial ownership information duly submitted to the SEC in accordance with its annual reportorial requirements; c) Valid Mayor's or Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; d) Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and e) Latest Audited Financial Statements (AFS), stamped "Received" by the BIR or its duly accredited and authorized institutions for Manual submission. For online submission, an email confirmation from the BIR in lieu of the manual "Received" stamping under Revenue Memorandum Circular No. 49-2020 or subsequent relevant issuance. 2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payments System (EFPS) for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bids.
21	The additional documents that shall be required are as follows: • Repainting and repair works schedule and S-curve, • Manpower schedule, Repainting and Repair methodologies, • Equipment utilization schedule, • Construction (Repainting and Repair Works) safety and health program approved by the DOLE.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of **RA No. 12009** and its **IRR**, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to **Section 112.2** of the **IRR** of **RA 12009** allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

3.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC,** which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under **Section 71.2** of the **IRR** of **RA No. 12009.**

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in **Section 68.4** of the **IRR** of **R.A. 12009.**

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

7. Warranty

7.1. In case the Contractor fails to undertake the repair works under **Section 90.2.2** of the **IRR** of **R.A. 12009,** the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in **Section 71.2.1** of the **IRR** of **RA No. 12009**, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC.**

11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC.** If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in **Section 71.2.5** of the **IRR** of **RA No. 12009.**

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC.**

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Contract Duration/Completion Time: The project shall be completed within One Hundred Fifty (150) calendar days reckoned from the date stated in the Notice to Proceed to be issued by HoPE
4.1	Completion of the Works is required within three (3) months commencing from the date of the receipt by the winning contractor of the Notice to Proceed, consisting primarily of thirty (36) working days plus seven (7) days lead time for mobilization. Work schedule 5pm Friday up to Sunday every week schedule of work area to be specified by the contractor. Bidders should have completed a contract similar to the Project.
6	The site investigation reports are: 1. Site Inspection Report – after conducting the site inspection, the Proponent/Bidder shall prepare a Site Inspection Report. Such document shall form part of the Technical Document and shall be present during bid opening. The site inspection report shall include the following details: 1.1 Location of the project 1.2 Date of inspection 1.3 Existing structure present on the site 1.4 Existing condition of the site 1.5 Physical soil condition of the site 1.6 Name of inspectors 1.7 Site inspection photos
7.2	Two (2) years warranty
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is one tenth of one percent (1/10 of 1%) of the total contract price for every day of delay.
13	There shall be no advance payment to be provided.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which operating and maintenance manuals are required is on

	final billing. The date by which “as built” drawings are required is on final billing.
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is equivalent to the amount of the final payment to be released.

Section VI. Specifications

INTRODUCTION

A. General Overview of the Project:

The APUI would like to procure repair and painting services for the restoration of the production area of APUI to maintain safety and aesthetic and to improve the production of the printing plant.

B. Description of the Project:

The Production covers APUI's ground floor area. The Floor Area for repair and repainting is approx. 3,55.3m^2 less the areas occupied by machines and office rooms, ground lobby, Atrium, power rooms, elevator stairs, and toilets, approx. 1203.3m^2 is approximately 2,350 m^2. The floor paint coating thickness must be not less than 2mm for epoxy and liquid rubber and 4mm for Poly urethane (PU). The CONTRACTOR shall ensure good workmanship and good quality of painting and ensure the materials quality used must be of Industrial standard grade; durable, resistance to wear and tear, resistance to oil, grease and other chemicals used in printing, slip resistance and good adhesion to concrete, the paint and other components must be industrial grade materials, paint longevity must not be less than 5 years, the Contractor shall provide a detailed specifications for all materials to be used for the project and are subject to inspection and approval by the APUI.

Scope of Work:

1. Surface Preparation of Affected Production Area/s
2. Painting Works
3. Finishing and Cleaning Works
4. Labor, tools and equipment, safety and protection,
5. Technical and professional supervision and management
6. Commissioning and decommissioning works
7. Temporary facilities

Required Quality of Paints

1. Primer - Industrial Grade Epoxy Primer
2. MidCoat- Industrial Grade Self-Levelling Epoxy Paint
3. TopCoat- Industrial Grade High Gloss Self-levelling Epoxy Paint

Technical Specifications

A. Primer – Industrial Grade Epoxy Primer

1. General Description

- Type: Multi-purpose primer designed for both absorbent and non-absorbent surfaces.

- Purpose: Primarily used to seal, stabilize, and enhance adhesion for various substrates, including cementitious materials.

2. Physical Properties
   - Density: Typically around 1.5 - 1.6 kg/liter.
   - Viscosity: Generally ranges from 50 to 70 KU at 25°C.
   - Color Options: Usually available in a clear or white base, depending on the specific product line.
3. Application Properties
   - Pot Life: Approximately 4-6 hours after mixing.
   - Drying Time:
     - Touch Dry: About 1-2 hours at 25°C.
     - Recoat Time: Generally 4-6 hours for optimal adhesion.
4. Performance Features
   - Adhesion: Excellent adhesion to a variety of surfaces, including concrete, gypsum, and metal.
   - Chemical Resistance: Good resistance to a range of chemicals, making it suitable for industrial applications.
   - Moisture Control: Designed to seal the pores of concrete, creating a chemical bond that enhances the performance of subsequent coatings.
5. Recommended Uses
   - Ideal for use in:
     - Cementitious Coatings: Seals and prepares surfaces for further treatment.
     - Levelling Compounds: Works well as a primer before applying leveling compounds.

B. MIDCOAT and TOPCOAT – Industrial Grade Self Levelling Epoxy Paint

1. **General Description**

   Type: Two-component epoxy resin-based coatings.

   Purpose: Designed for industrial applications, providing excellent durability and chemical resistance.

2. **Physical Properties**
   - **Composition**: Solvent-free, novolac epoxy resin.
   - **Features**: Hard-wearing and abrasion-resistant, suitable for industrial facilities.
   - **Characteristics**: High build, solvent-free epoxy with excellent resistance to hydraulic fluids and Skydrol®.

- **Resistance**: Protects against a range of acids, alkalis, solvents, alcohol, and fuel.
- **Finish**: Slip-resistant finish can be tailored to specific client requirements.
- **Application**: Hardwearing and solvent-free, ideal for various manufacturing workspaces.

3. **Application Properties**
   - **Pot Life**: Generally ranges from **4 to 6 hours** after mixing, depending on the specific product.
   - **Drying Time**:
     - **Touch Dry**: Approximately **1-2 hours** at **25°C**.
     - **Full Cure**: Typically takes about **7 days** for maximum hardness and chemical resistance.
4. **Performance Features**
   - **Adhesion**: Excellent adhesion to a variety of surfaces, including **concrete**, **metal**, and **wood**.
   - **Chemical Resistance**: Highly resistant to a wide range of chemicals, making it suitable for harsh industrial environments.
   - **Durability**: Provides long-lasting protection against wear and tear.

Responsibilities of the Service Provider/ Supplier:

1. Surface Preparation
   a. Responsible for the floor grinding, removal of old coatings and uneven surfaces.
   b. Repair and reseal cracks and potholes of the affected floor surface.
   c. Clear floor area/s from debris, dust and oil and grease.
   d. Secure the work area by providing appropriate enclosure to avoid dust or powder from spreading out.
2. Application of Primer Coating
   a. Apply silica mixtures for cracks and potholes.
   b. Ensure that the surface of the floor area must be free of dirt/dust and debris.
   c. Apply the epoxy primer evenly and diligently on the floor surface.
   d. Curing time of 6-8 hours shall be observed.
3. Application of Mid Coating
   a. Removal of extra silica mixture on the affected areas .
   b. Ensure that the surface of the floor area with primer coating must be free of dirt/dust and debris.
   c. Apply the epoxy coating evenly and diligently on the floor surface.
   d. Curing time of 6-8 hours shall be observed.
4. Application of Top Coating
   a. Removal of air bubbles.

b. Ensure that the surface of the floor area with mid coating must be free of dirt/dust and debris.
c. Apply the epoxy coating evenly and diligently on the floor surface.
d. Curing time of 24 to 48 hours shall be observed.

5. Surface Cleaning
    a. Ensure that the surface is cleaned, must be free of dirt or stains.
    b. Do touch ups if necessary to ensure quality results.
    c. Remove unnecessary materials and debris before leaving the area.

Responsibilities of APO

1. APO shall ensure that the floor area/s to be painted shall be free of debris, stain, oil or grease.
2. APO shall be responsible for the movement or transfer of machines when needed, including electrical disconnection.
3. APO shall grant access to the supplier/contractor access to the work area/s.
4. APO shall ensure that the work area must be free from obstacles. Machines and equipment that cannot be moved or transferred shall be covered securely to avoid dirt or stains caused by painting activities.
5. APO shall provide the contractor a secure storage of all raw materials to be used for the project.
6. APO shall provide the Contractor with a work schedule 1 day ahead of the actual schedule of work. They shall consider availability of the workplace, helpers or representatives to assist, climate, temperature/humidity and proper ventilation.
7. APO shall provide a Certificate of Inspection and Acceptance for every area that has been finished or completed.
8. Proper maintenance as per manufacturer recommendations is essential for warranty validity. This includes regular cleaning and avoiding harsh chemicals or abrasive cleaning tools.
9. APO will provide temporary facilities for the storage of materials, tools necessary for the project. The APUI is not responsible for any loss and/or damage to materials and tools.
10. APO will provide for the proper ventilation of fresh air and air exhaust, except for the removal of dust through vacuum as stated above is the responsibility of the Contactor.
11. APO is responsible for clearing the area to be painted and to secure the affected machines by covering.
12. APO shall provide temporary electrical power in the working area for the use of tools and equipment required.
13. APO is responsible for coordinating with PIA and other Govt. agency within the premises. The APUI is responsible for obtaining work permits from PIA.

SELF-LEVELLING EPOXY INSTALLATION WARRANTY

WARRANTY COVERAGE:

Application of the self-levelling epoxy flooring shall be free from defects in workmanship and materials, adhering strictly to industry standards and manufacturer guidelines.

This warranty ensures:

- Proper surface preparation and substrate adhesion.

- Surface should be clear from dust, oil, chemicals or foreign substance. After surface
- preparation, surface should not be stepped on until epoxy primer application.
- Full curing and dry-time compliance.

  Primer- At least 24 hours drying time

  Mid-coat- At least 24 hours drying time

  Top coat- At least 24 hours for light foot traffic and 7 days for medium traffic
- Appearance and structural integrity of the epoxy layer

WARRANTY PERIOD:

This warranty shall be valid for a period of 2 years from the date of completion of the installation.

CONDITIONS & EXCLUSIONS:

This warranty does not cover damages or issues arising from:

- Improper surface preparation or substrate issues prior to installation
- Chemical spills, staining, or exposure to aggressive chemicals without proper protective
- coatings
- UV exposure, sunlight, or environmental conditions not specified for epoxy use
- Physical impact, scratching, or abrasive wear beyond normal use
- Natural disasters, moisture ingress, or structural movements

Maintenance Responsibilities:

Proper maintenance as per manufacturer recommendations is essential for warranty validity. This includes regular cleaning and avoiding harsh chemicals or abrasive cleaning tools.

CLAIM PROCESS:

To initiate a warranty claim, the customer must notify the supplier or contractor within one week of discovering any defect. Submission must include proof, photographs, and details of the defect. Subject to prompt inspection and assessment of the issue/s or defects to determine whether it is covered under the warranty.

REMEDIES:

If a defect covered by the warranty is confirmed, the supplier/contractor, at their discretion:

- Repair or recoat the affected area at no cost
- Replace defective sections of the epoxy flooring

LIMITATION OF LIABILITY:

This warranty shall be exclusive and replaces all other warranties, express or implied. The supplier shall not be responsible for incidental or consequential damages resulting from the defect or installation.

The warranty only applies to the original client "APO" and is non-transferable.

GENERAL SCOPE OF WORKS

1. Surface preparation:
    - Remove all loose, flaking, or deteriorated paint, coatings, and contaminants using methods like sanding, scrapping, grinding, or blasting. as needed.
    - Clean surface thoroughly to remove dust, dirt, oil, grease, any loose debris and other foreign matter.
    - Repair any cracks, voids, or other imperfections in the concrete or other flooring material with suitable patching compounds.
2. Primer application:
    - apply a coat of primer appropriate for the concrete floor and the paint to be used.
    - Ensure the primer is fully dry before applying subsequent paint coats
3. Painting application:
    - Apply multiple layers coats of industrial-grade paint, using appropriate application methods such as roller, brush or spray.
    - Ensure proper drying times between coats to allow for complete curing. Following manufacturers recommendations, instruction manuals
4. Quality Control
    - Maintain consistent color and finish throughout the project.
    - Ensure all work complies with relevant industry standards and safety regulations.
5. Safety:

- Implement appropriate safety measures including but not limited to proper ventilation, and protective equipment. (Workers should wear protective mask to prevent dust, fumes, solvents and other hazardous VOCs from inhalation.
- Handle and dispose of hazardous materials in accordance with environmental regulations. Enclosed the working area to secure dust and other debris and employ vacuum to prevent the dust from scattering all over the plant.

BILL OF MATERIALS

1. Surface preparation
    - Concrete cleaner/ Degreaser
    - Scrapers
    - concrete etcher
    - Patching compound
    - Crack filler
2. Primer application for concrete flooring

- primer appropriate for the type of flooring material and the paint to be used and the environmental conditions the coated surface will be exposed to.

3. Painting
    - base coat and top coat paint of industrial grade as mentioned above
4. Application tools
    - Grinder
    - Rollers
    - Brushes
    - Mixing buckets
    - Trowels
    - Squeegee
    - Vacuum
    - Dust mask/respirator

5. Other Materials
    - Tape
    - Drop cloths/ plastic sheeting
    - Clean rags

PROJECT DELIVERABLES

A. Repair and repainting of the Production floor area.

The repaired and painted floor area must improve the aesthetics, floor durability, and safety of the APUI employees' and improve working conditions in the production.

All work and quality must be of industrial standards.

B. Contractor's responsibilities
    1. Safety:
        - Implement appropriate safety measures including but not limited to proper ventilation, and protective equipment. (Workers should wear protective mask to prevent dust, fumes, solvents and other hazardous materials from inhalation.
        - Handle and dispose of hazardous materials in accordance with environmental regulations
        - Enclosed the working area to secure dust and other debris and employ **vacuum** to prevent the dust from scattering all over the plant.
        - The contractor must provide information on potential health and safety hazards associated with epoxy flooring. The contractor must provide Safety Data Sheet (SDS) for reference.
    2. The Contractor must submit a detailed work plan outlining the project activities, including time lines and resource allocation.
    3. The contractor shall submit a weekly accomplishment report which shall be reviewed and verified by the APUI end user. The percentage of the actual work accomplished shall be determined by the APUI end user.
    4. No employer-employee relationship shall arise between the Contractor and/or its workers on one hand, and the APUI on the other. The Contractor shall take necessary precautions and exercise due care and diligence in the performance

of its undertaking so as not to cause injury, damage or loss to any person and property and shall at all times hold the APUI free from any claim or damage arising therefrom.

5. The CONTRACTOR shall be responsible for any loss or damaged that may be incurred upon the Property during the performance of the works or for injury to any person caused by unreasonable or negligent act or omission of the Contractor or its workers, whether such act is intentional or not. The contractor shall ensure that APUI shall be free from liability that may arise from any loss or damage there from. In the event that the APUI is made liable by third parties by reason or loss or damage attributable to the CONTRACTOR, the value of such loss or damage shall be reimbursed immediately by the Contractor or deducted from any money due to the contractor.
6. Material Handling:

   Safe handling of chemicals, solvents, and paints is essential, including proper storage and disposal.

   The contractor is responsible for identifying hazardous materials and safe storage.

7. Waste Disposal: Waste materials generated during the project.

   The Contractor is responsible for the hauling and disposal of waste, construction debris, dirt, hazardous chemicals.

8. The Contractor must ensure the finished area is left clean and tidy and safe and conducive to working conditions.

9. The contractor is responsible for securing all necessary applicable permits for the project.

C. Manpower requirements:
   1. The Contractor is responsible for the deployment construction workers required for the completion of the project. The Contractor ensures that the workers are properly oriented or trained in safety procedures. The Contractor must designate an engineer or lead man or foreman to oversee the work and ensure compliance with the TOR. The designated engineer, lead man or foreman must implement and maintain all necessary safety protocols on the job site.
   2. The contractor must report the number of workers on a daily basis.
   3. The contractors' workers must have certificate of good health with no communicable diseases and fit to work both physically and mentally
   4. The contactor must comply with all the rules and regulations set forth by the APUI on security and safety.

D. Contractor's qualification
   1. The CONTRACTOR must be competent and experienced in the field of construction and repainting works with a minimum of five (5) years prior experience on similar projects and should have a valid and current Philippine Contractors Accreditation Board (PCAB) License, Category "C" or "D", with a classification General Engineering (GE-1) or Specialty – Painting Work (SP-PN).

E. Project Time Frame

   The contractor shall submit the Program of Work for the repair and repainting of the production area.

Project completion 30 working days approximately 3 months plus 7 days lead time for mobilization, work schedule 5pm Friday up to Sunday every week, schedule of work area to be specified by the contractor.

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

Attached as Annex “A”

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and

b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.

b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 59 of the IRR of RA No. 12009.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 20.2.9 of the IRR of RA No. 12009;

Technical Documents

☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**

☐ (d) Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**

☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**

(f) Project Requirements, which shall include the following:

☐ f.1. Organizational chart for the contract to be bid;

☐ f.2. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;

☐ f.3. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

☐ (g) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐

☐ (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

☐ (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (c) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (d) Cash Flow by Quarter.

Section IX. Bidding Forms

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract];*

b. We offer to execute the Works for this Contract in accordance with the PBDs;

c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;

d. The discounts offered and the methodology for their application are: *[insert information]*;

e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties],* which are itemized herein and reflected in the detailed estimates,

f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;

g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines[1] for this purpose;

h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between

[1] currently based on GPPB Resolution No. 09-2020

us, until a formal Contract is prepared and executed; and

j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity*]*.

l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____
Legal Capacity: _____
Signature: _____
Duly authorized to sign the Bid for and behalf of: _____
Date: _____

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. ***Select one, delete the other:***

   If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

   If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. ***Select one, delete the other:***

   If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney*;

   If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity],* as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy

Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. ***Select one, delete the rest:***

   If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

   If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

   If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

_____
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month] [year]* at *[place of execution],* Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon with no. _____issued on ____ at _____.

Witness my hand and seal this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No._____*[date issued], [place issued]*
IBP No._____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c),of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and

   I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month] [year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of *[month] [year]* at *[place of execution],* Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number _____. Page _ of ___.

Name of Contract/Location/ Project/Contract Cost	a. Owner Name/Company Name b. Address c. Contact Person and Contact Details (Telephone/Cellphone Nos. and Email Address)	Nature of work	Contractor's Role		a. Contract Duration b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
Government:								
Private:								
							Total Cost:	

_____ _____

[Printed Name & Signature of the Authorized Rep.] *[in the capacity of] (Please indicate position of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of _____ *Date:* _____

(Please indicate name of company)

NOTE:

The aforesaid statement should include those contracts awarded but not yet started.

Further, bidders should indicate "None" or "No On-going Government and/or Private Contracts" if they do not have any on-ongoing government and/or private contracts in the corresponding rows and/or column, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid.

STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT

Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number _____. Page _ of ___.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Nature of Work	Amount of Contract adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;	Date of Completion

_____ _____

[Signature of the Authorized Rep.] *[in the capacity of] (Please indicate position of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of _____ *Date:* _____

(Please indicate name of company)

NOTE:

Bidders shall submit and attach a copy of the end-user's acceptance or official receipt(s) or sales invoice.

DETAILED COST ESTIMATE

Re-Painting and Repair of APO Production Unit Inc. (APUI) Quezon City Production Area
Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number _____. Page ____of ___.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ESTIMATED DIRECT COST				MARK-UPS IN PERCENT		TOTAL MARK-UP		VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
				MATERIAL	LABOR	EQUIPMENT	TOTAL	OCM	PROFIT	%	VALUE				
(1)	(2)	(3)	(4)	(5.1)	(5.2)	(5.3)	(5) (5.1) + (5.2) + (5.3)	(6)	(7)	(8) (6) + (7)	(9) (5) X (8)	(10) 12% ((5)+(9))	(11) (9)+(10)	(12) (5)+(11)	(13) (12)/(3)
	TOTAL COST														

_____ _____

[Printed Name & Signature of the Authorized Rep.] *[in the capacity of] (Please indicate position of Authorized Rep.)]*

Duly authorized to sign Bid for and on behalf of _____ *Date:* _____

(Please indicate name of company

NFCC COMPUTATION

Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number __. Page _ of ___.

LOT NO.	DESCRIPTION	ABC
1	Re-Painting and Repair of APO Production Unit Inc. (APUI) Quezon City Production Area	Four Million Nine Hundred Thirty-One Thousand Five Hundred Fifty-Seven Pesos and 50/100 (PhP4,931,557.50)

DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total value of all outstanding contracts, including those awarded but not yet started	
Total NFCC Computation	

_____ _____

[Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)]

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

Republic of the Philippines
gppb
Government Procurement Policy Board